

FY 24 Go For Bold Grant Request for Proposals (RFP)

The Washington County Health Department through funding from the Maryland Department of Health, Office of Population Health Improvement will be awarding 10-12 Healthy Washington County Go For Bold Partners up to \$10,000 in grant funding to conduct community initiatives that address health disparities related to access to chronic disease prevention from November 2023 - May 10, 2024. (applications will be rated based on the rubric on the last page and funding will be distributed to the top rating applicants until funding is exhausted)

Applicant Eligibility : Healthy Washington County Go For Bold Partners. Applicants must currently be a Go For Bold Partner and your organization registered on the Weight Tracker within Washington County.

Requirements: Activities must focus on one or more of the following categories: (1) Increasing physical activity (2) Nutrition and healthy eating (3) Chronic disease prevention (diabetes or hypertension)

Activities must focus on both (1) Supporting populations that are underserved and at increased risk due to health disparities (2) Registering new participants on the Go For Bold Weight Tracker

All Applicants goals must include:

- # of new users registered on the Go For Bold Weight Tracker
- (1-2 additional metrics specific to your initiative such as # of program participants, # of individuals screened, # attendees at events etc. # individuals educated)

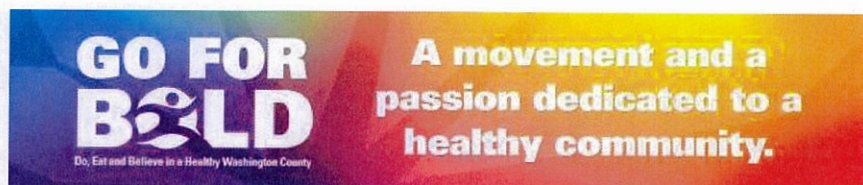
Please Complete and Submit the following documents.

Cover Letter

Organization Name, Address

Contact Name, email address, phone number.

(Optional) Secondary Contact Name, email address, phone number.



Part A: Proposal Narrative

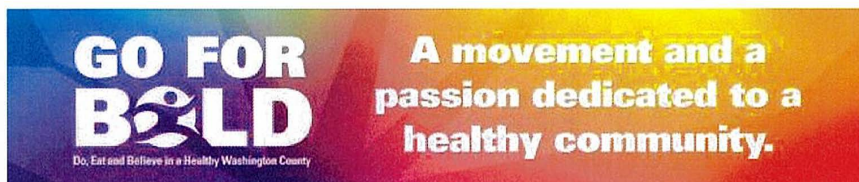
- a) Description of Project/Initiative and Intended Goals: In approximately 1page (no more than two) please describe your proposed project/initiative and the need for it in the community. Describe how you will be engaging/supporting underserved and at-risk communities, including any relevant data for the population or area you will be serving. List any additional partners that will be supporting your project if any.
- b) Timeline of activities:

Grant Strategies Timeline							
Fiscal Year 24							
Activity		Dec	Jan	Feb	Mar	Apr	
<u>Example:</u> <ul style="list-style-type: none"> Hold 3 community events to promote blood pressure and diabetes prevention and screenings on the 1st Saturday of the month at a different faith-based organizations. 		4 th 9am-12pm include dates if available					

- c) Performance Measures and Goals:
- # of new users registered on the Go For Bold Weight Tracker (REQUIRED)
 - Additional performance measures related to your activities.
(example: Recruit and retain 30 new walking participants)

Part B: Budget Narrative and Justification

- a) Please provide a breakdown of your requested budget
- Example:
Salary \$3,600
\$20 x 5hrs a week x 30 weeks



John Doe will coordinate community events and provide diabetes risk screenings to individuals.

Other supplies \$2,650

blood pressure cuffs: 50 x \$42= \$2,100

Yoga mats: 50 x \$11= \$550

Advertising \$1500

Ads on social media and radio

Once Awardees have been Chosen

Contracts and Funding:

- Once we receive the W-9 for your organization and verify you are in “Good Standing” with the State of Maryland and receive a Certificate of Liability Insurance for your organization the contract will be sent to you to be signed. Once contract is signed by both parties (WCHD and your organization) Grantees will receive 50% of your budget upfront when an invoice is submitted to Danielle.stahl@maryland.gov and wchd.invoice@maryland.gov.
- Once receipts, timesheets and other documentation is sent to WCHD to account for the 50% of initial funding you may request and invoice the WCHD for the 2nd and final payment installment. **This must be invoiced by COB on May 17, 2024.**

Awardee Kick Off Meeting: Early December, TBD, 2023 (REQUIRED)

- (45 min virtual meeting for all awardees to connect and share their projects and programs with other awardees. WCHD to answer any questions, and to go over the technical assistance the health department will be providing such as assistance with flyer/promotion creation, day-of event set-up/tear down assistance, etc., go over what to submit for invoicing)

As needed check-ins to discuss progress, awardee’s needs, successes barriers.

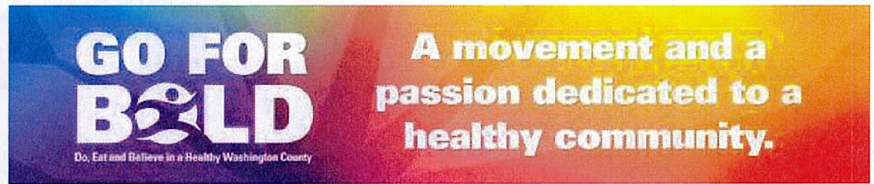
GRANT ENDS MAY 10th, 2024.

End of Grant Report/Documentation (about 1 page)

Summarize your program/initiative, what went well, what would you change in hindsight if any, etc.

Please clearly indicate your performance measures. Did you reach your goals, if not explain why.

How/if your program/initiative will be continuing forward and what do you see as your potential needs for the future in terms of funding, partnership,

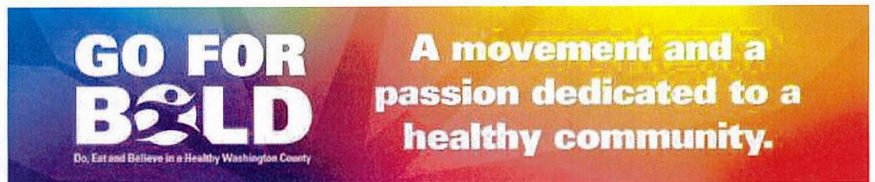


staffing etc.(please be as specific as possible). Although the current grant in which we are receiving the funds for this RFP ends May 10, 2024, we would like to be more informed on your needs and current/future initiatives when the Washington County Health Department, co-chair for Healthy Washington County is applying and secure grant funding.

“Go For Bold Partners” invoices and supporting documentation for reimbursement of funds are due to danielle.stahl@maryland.gov and wchd.invoice@maryland.gov by May 17, 2024.

Application Scoring Rubric

Criteria	1 Point Needs Improvement	2 Points Average	3 Points Very Good	4 Points Exceptional	Score
Section 1: Demonstration of Need	<ul style="list-style-type: none"> -Description of need is hard to understand, verbose, or uses educational jargon. - It is not clear what is the specific need, and no data or information is included to support justifying the need. 	<ul style="list-style-type: none"> - Description depicting the need is somewhat clear and minimally explains why funding is needed. - There is some data or information to support the need in addition to antidotal descriptions of status. 	<ul style="list-style-type: none"> - Description depicts the need for the project well and language clearly describes status. - Data or additional information supports narrative and shows clear need. 	<ul style="list-style-type: none"> - Description is very clear, concise, and easy to understand. - Information and data are attached clearly supporting the need. - Additional data or information complete a big picture explanation for need. 	
Section 2: Description of Project/Initiative Including Intended Goals and Outcomes	<ul style="list-style-type: none"> - The description of the project or initiative is vague or unclear. - The goals of the grant are not addressed or clearly stated. - The goals do not align with the needs stated. - No outcomes are described. 	<ul style="list-style-type: none"> - The description of the project or initiative is somewhat clear and includes details. - The goals of the grant are addressed but not clearly stated. - Goals and desired outcomes are minimally described and are somewhat aligned with the need described. 	<ul style="list-style-type: none"> - The description of the project or initiative is very clear with detailed descriptions of the work to be completed. - The goals of the grant are clearly stated. - Outcomes of moderate impact and value are described. - There lacks some specificity in what is measurable in outcomes. 	<ul style="list-style-type: none"> - The description of the project or initiative is exceptionally clear and provides detailed information. - The goals of the grant are clearly stated. - Significant outcomes are described (e.g., increase in a specific percentage of minority participants in a walking initiative who attend more than once) - The specific 	



				outcomes of each goal are stated clearly and are directly aligned to the described need.	
Section 3: Description of the Work/Timeline	<ul style="list-style-type: none"> - The description of the overall work is hard to understand - Alignment between goals, outcomes, and the description of work is vague. - Timeframe for completion of work as described does not appear feasible. 	<ul style="list-style-type: none"> - Description of the work to be completed is addressed but vague at times. - There is alignment between goals and the description of work. - Describes a feasible timeframe for achieving goals. - A more clear and concise description of overall work to be completed is needed. 	<ul style="list-style-type: none"> - The description of the overall work to be completed is clearly stated. - Work or project described is sound and overall is aligned to grant's goals. - Describes a feasible time frame for achieving goals. 	<ul style="list-style-type: none"> - The description of work is clear and concise. - The work is strongly aligned to the grant's goals. - Describes a feasible time frame for achieving goals 	
Section 4: Alignment of Budget to Description of Work and Goals/Outcomes	<ul style="list-style-type: none"> - Little to no alignment between the proposed budget to support achievement of goals and outcomes found in the description of work. 	<ul style="list-style-type: none"> - Somewhat of an alignment between the proposed budget to support achievement of goals and outcomes found in the description of work. 	<ul style="list-style-type: none"> - A significant alignment between the proposed budget to support achievement of goals and outcomes found in the description of work. 	<ul style="list-style-type: none"> - Clear and strong alignment between the proposed budget to support achievement of goals and outcomes found in the description of work. 	
Section 5: Alignment Between the LHICs GFB Mission and Health Disparities Goals	<ul style="list-style-type: none"> - Lack of alignment between the LHIC's GFB mission (Do, Eat, Believe) and outreach to populations with health disparities. 	<ul style="list-style-type: none"> - Somewhat of an alignment between the LHIC's GFB mission (Do, Eat, Believe) and outreach to populations with health disparities. 	<ul style="list-style-type: none"> - Significant evidence of an alignment between the LHIC's GFB mission (Do, Eat, Believe) and outreach to populations with health disparities. 	<ul style="list-style-type: none"> - Clear and strong alignment between the LHIC's GFB mission (Do, Eat, Believe) and outreach to populations with health disparities. 	

Danielle Stahl, co-chair for Healthy Washington County and Program Manager for the Washington County Health Department and other health department representatives will review and score proposals based on the rubric above.

This RFP is supported by the Maryland Department of Health (MDH) with funding from the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award.

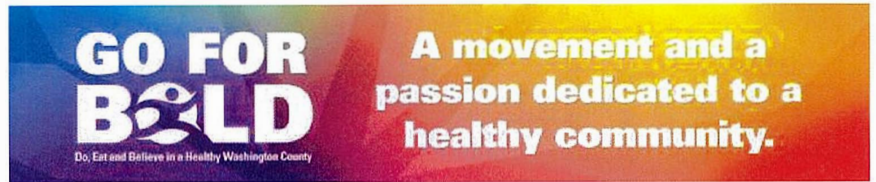


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RFP-2024-05

INVITATION TO BID

**THE WASHINGTON COUNTY HEALTH DEPARTMENT
OF WASHINGTON COUNTY, MARYLAND
1302 PENNSYLVANIA AVENUE
HAGERSTOWN, MD 21742
PHONE: 240-313-3216
FAX: 240-313-3301**

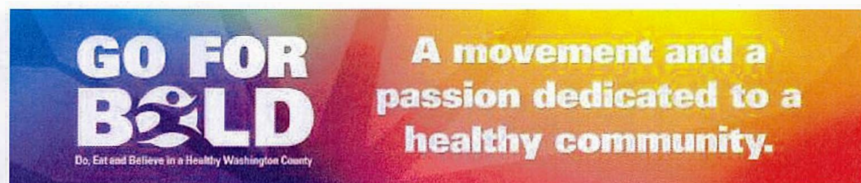
DATE ISSUED: November 6th, 2023.

GO FOR BOLD PARTNERS

Bid Submission Location: Washington County Health Department
Division of Administration – Purchasing Office, RM 306
1302 Pennsylvania Avenue
Hagerstown, Maryland 21742

Question Submission Deadline: **No later than 11:00 A.M., November 15th, 2023.**
To: Michelle.hutchinson@maryland.gov

Bid Submission Deadline: **No Later than 11:00 A.M., December 6th, 2023.**



WASHINGTON COUNTY HEALTH DEPARTMENT
OF WASHINGTON COUNTY, MARYLAND

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
Supply and Service Contracts

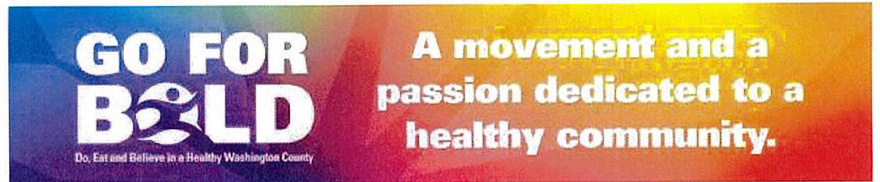
INTRODUCTION

The general rules and conditions which follow, along with all other documents consisting of this "Bid Document," apply to all purchases and become a definite part of each formal invitation to bid, purchase order, contract, or other award issued by the Washington County Health Department's Purchasing Agent or (hereinafter "Purchasing Agent"), unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Bidder's own risk and they cannot secure relief on the plea of error. Bidders are advised that all costs related to preparing and/or submitting a Bid or Proposal shall be borne by the Bidder.

Satisfactory evidence of authority to bind the firm by the person signing the Bid when submitted by partnerships or corporations may be requested by the WCHD prior to making any award. Anyone signing a Bid as an agent shall include evidence of his/her authority to do so.

Subject to Maryland State and Washington County, Maryland (hereinafter "County") laws and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the Washington County Health Department Purchasing Office shall bind bidders to applicable conditions and requirements set forth herein unless otherwise specified in the Invitation to Bid. Should there be a conflict in laws between states, State of Maryland law shall prevail.

Should there be a conflict between the general bid conditions and the supplemental bid conditions (if any), the supplemental bid conditions shall prevail.



GENERAL CONDITIONS OF BIDDING

1. **Bids Binding for Ninety (90) Days:** Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder, upon request of the Purchasing Agent, agrees to an extension.
2. **Bids for All or Part:** Unless otherwise specified by the Washington County Health Department or by the Bidder, WCHD reserves the right to make award on all items, or on any of the items according to the best interests of WCHD. Bidder may restrict his/her bid to consideration in the aggregate by so stating but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of WCHD.
3. **Catalogs:** Each Bidder shall submit where necessary or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the materials or work they propose to furnish.
4. **Collusive Bidding:** The Bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person firm, or corporation making a bid for the same project, without unlawful prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
5. **Competency of Bidder:** No proposal shall be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to Washington County or Washington County Health Department upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said County or WCHD, or had failed to perform faithfully any previous contract with the County or WCHD. The Bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Purchasing Agent of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and contract documents.



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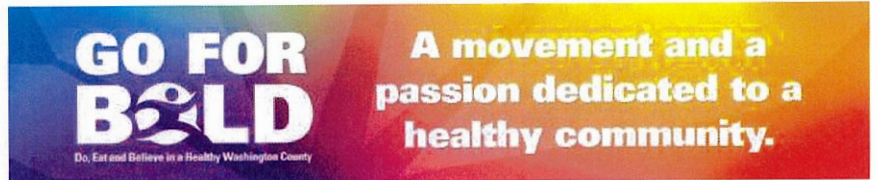
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healthy community.**

The successful Bidder shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the Purchasing Agent whenever requested in connection with the performance of this contract.

The successful Bidder shall inform the Purchasing Agent of any and all circumstances which may impede the progress of the work or inhibit the performance of the contract including, but not limited to bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc.

WCHD may examine the Bidder's and any first-tier subcontractor's records to determine and verify compliance with the contract. The Bidder and any first-tier subcontractor must grant WCHD access to these records at all reasonable times during the contract term and for three (3) years after final payment. If the contract is supported to any extent by Federal or State funds, the appropriate Federal or State authorities may also examine these records. The Bidder must include the preceding language of this paragraph in all first-time subcontracts.

6. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid. WCHD shall not be responsible for the premature opening of Bids if not properly addressed or identified.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.
8. **Confidentiality:** Firms shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County or WCHD under the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland.
9. **Errors in Bids:** When an error is made in extending total prices, the written unit bid price shall govern. In the absence of written prices, the unit bid price shall govern. Carelessness in quoting prices, or in preparation of bid, otherwise, will not relieve the Bidder. *Erasures or changes in bids must be initialed.*



10. General Guaranty: Bidder agrees to:

- a. Save WCHD, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the Bidder is not the patentee, assignee, licensee, or owner.
- b. Protect WCHD against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to their own work or to the work of other contractors, for which their worker is responsible due to the negligence in the course and scope of the employment.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Maryland.

11. Illegal Immigrants:

- a. The Bidder shall comply with the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, the Bidder may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The Bidder shall verify the identity and employment eligibility of anyone employed or to be employed, including completion of the Employment Eligibility Verification Form (I-9). The Bidder shall establish appropriate procedures and controls to ensure that no services under this Contract will be performed by any worker who is not legally eligible to perform such services or for employment.
- b. Failure by the Bidder or his/her Sub-Contractors to comply with the provisions of Section 11.a. herein will be grounds for termination of the Contract.



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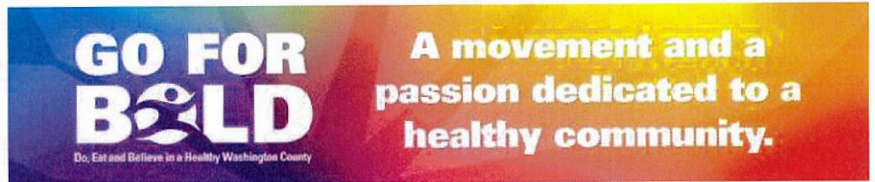
12. **Insurance:** Liability insurance on all major divisions of coverage for each Bidder and subcontractor shall be required for the length of the contract. Bidder and subcontractor must supply evidence of insurance upon request. Each Bidder agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claims by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit. The Bidder shall be prepared to show evidence of insurance as required under Washington County's *Insurance Requirements for Independent Contractors Policy No. P-4*, included herein, prior to the execution of any contract. The Bidder, if requested, shall provide the Certificate of Insurance to the Purchasing Office within ten (10) calendar days after receiving a request for it. Failure to provide an acceptable Certificate of Insurance within the time frame stated above shall be caused to terminate the contract(s). The certificate shall state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to WCHD. If any of the stated coverages expire during the term of this contract, the Bidder shall deliver renewal certificates to WCHD at least ten (10) calendar days prior to the expiration.

13. **Interpretations, Discrepancies, Omissions:** Should any Bidder find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request, in writing, an interpretation from:

Michelle Hutchinson – Purchasing Agent
Washington County Health Department
Division of Administration, Purchasing Office
1302 Pennsylvania Avenue, Room 306
Hagerstown, Maryland 21742
FAX – 240-313-3301

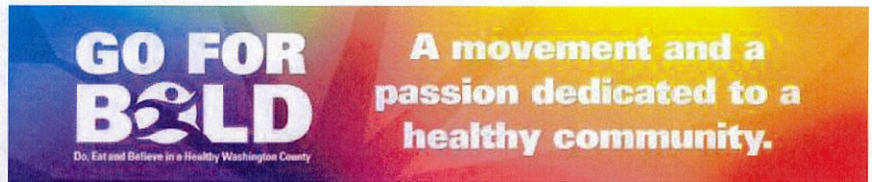


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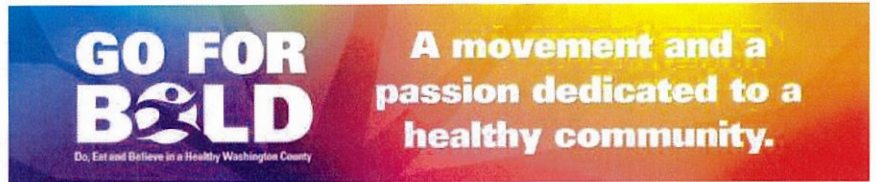


All necessary interpretations will be issued to all Bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligates WCHD to change the specifications. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. WCHD shall assume no responsibility for oral instructions or suggestions. ORAL ANSWERS WILL NOT BE BINDING ON THE WASHINGTON COUNTY HEALTH DEPARTMENT. Requests must be received BEFORE bid submission date. Questions received after the date will not be considered.

14. **Late Bids:** Formal bids or amendments thereto received by WCHD after the time specified for bid opening will not be considered. Bids received after the time specified for bid opening will be returned unopened.
15. **Mailing of Bids:** WCHD assumes no responsibility for the timely deliverance of mailed bids. Ample time should be allowed for the transmittal of bids by mail, and postmarks indicating the date of mailing will not be considered as evidence of intent to submit bids in proper time for the opening.
16. **Officers Not to Benefit:** No member of the elected governing body of Washington County or the Washington County Health Department, or members of his or her immediate family, including spouse, parents, or children, or any person representing, or purporting to represent any member or members of the elected governing body shall receive or be promised directly or indirectly, any financial benefit, by way of fee, political contribution, or any other similar form of remuneration and/or on the account of awarding and/or executing the contract and that upon request of the County, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. The Bidder, to the best of his/her knowledge, whether he/she be an officer, director, partner, or any of its employees directly involved in obtaining contracts with the State, or any County or other subdivision of the State, has not been convicted of bribery or conspiracy to bribe under the laws of any State or Federal Government. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Bidder shall be returned to WCHD.



17. **Proposal Forms:** Bids shall be submitted only on the forms provided by WCHD. The Bidder shall submit one (1) original bid on the forms provided with original signature, sealed to WCHD for that purpose. All bids must be enclosed in a sealed, opaque envelope marked with the title of the bid and be received in the Washington County Health Department Purchasing Office promptly on or before, time, date, and place stipulated on the Invitation to Bid. **NO** bids received after such stipulated time and date will be considered by WCHD. ***Facsimile Bids will not be accepted.***
18. **Registration with Maryland Department of Assessments and Taxation:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process.
19. **Reservations:** WCHD or its authorized agent reserves the right to reject any or all bids and to waive any informality or deficiency in bids received whenever such rejection or waiver is in the best interest of WCHD and/or the County. WCHD also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the Bid of a Bidder who investigation shows are not in a position to perform the contract. WCHD reserves the right to waive minor differences in specifications provided these differences do not violate the specifications intent nor affect the operation for which the items are being purchased, nor increase estimated maintenance and repair cost to WCHD. WCHD reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of WCHD.
20. **Taxes-Responsibility for Payment, Exemptions, Forms to be Filed, etc.:**
- a. WCHD is exempt from State of Maryland Sales Tax. WCHD's Maryland Sales Tax Exemption Number is 30001292. However, the Bidder is responsible for making any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in his/her bid.
 - b. The Bidder is responsible for and by submitting a Bid agrees to pay all retail sales, income, real estate, sales and use, transportation, and special taxes

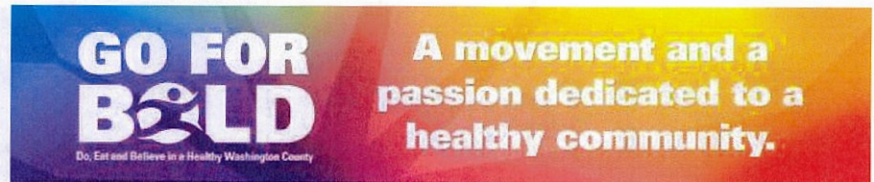


applicable to and assessable against any materials, equipment, processes, and operations incident to or involved in the Project. The Bidder is responsible for ascertaining and acquainting his/herself with such taxes and making all necessary arrangements to pay same.

- c. The Successful Bidder shall complete a W-9 Vendor Information form (provided by WCHD) and return it to the Purchasing Agent.
- e. WCHD hereby reserves the right to withhold payment under this Contract until the Bidder and any subcontractor performing any duties under this Contract have furnished or caused to be furnished the Comptroller of the State of Maryland with all properly completed forms required by the said Comptroller and until all of said retail sales and/or use taxes due the State of Maryland by the Bidder have been paid and the Bidder exhibits a release or receipt from the Comptroller evidencing such payment.
- f. Bidder is hereby advised of Section 1-106(b)(3) of the Code of Public Local Laws of Washington County, MD: "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."

AWARD

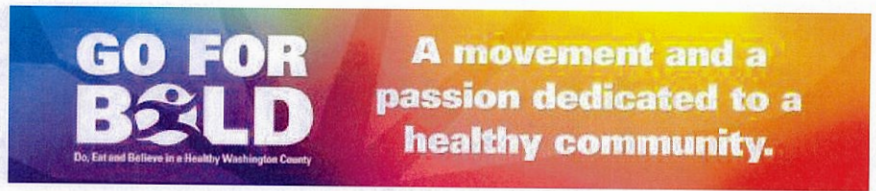
1. **Award or Rejection of Bids:** For contracts of purchase, the contract shall be awarded to the lowest, responsive, and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is reasonable and it is to the best interest of WCHD to accept it. For contracts of sale, the contract shall be awarded to the highest, responsive, and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is to the best interest of WCHD to accept it.



2. **Notice of Award:** A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance as specified herein shall be deemed to result in a binding contract without further action by either party. The bid with respect to all items accepted and all papers accompanying the same, the general conditions and instructions to Bidders, the specifications, and other papers and documents referred to in any of the foregoing shall constitute the formal contract, unless otherwise specified, between the Bidder and WCHD.

3. **Responsibility/Qualifications of Bidder:** WCHD may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to WCHD all such information and data for this purpose as WCHD may request. WCHD reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy WCHD that such Bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. In determining responsibility, the following qualifications, in addition to price, shall be considered by the Purchasing Agent on contracts of purchase and on contracts of sale (if applicable):

- a. The ability, capacity, and skill of the Bidder to perform the service required.
- b. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
- c. The quality of performance of previous contracts or services.
- d. The Bidder's previous and present compliance with laws and ordinances relating to the contract or service.
- e. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
- f. The quality, availability and adaptability of the supplies, or services, to the particular use required.
- g. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.

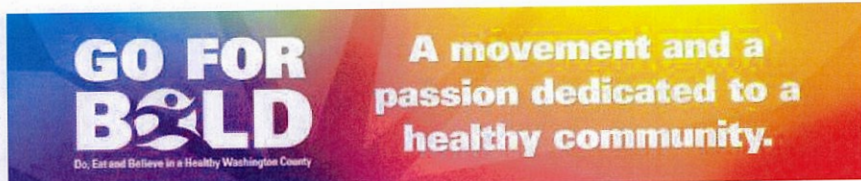


- h. Whether the Bidder is in arrears to the County or to WCHD on a debt or contract or is a defaulter on surety to the County or to WCHD.
- i. Such other information as may be secured having a bearing on the decision to make the award.

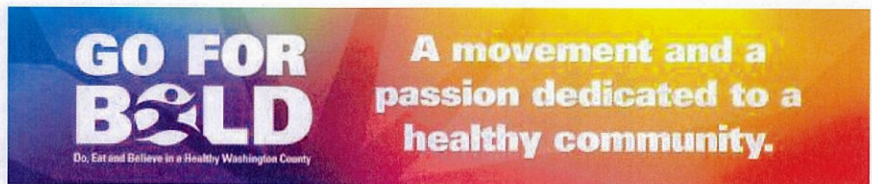
In determining a Bidder's responsiveness, the Purchasing Agent shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the Bidder's liability.

CONTRACT PROVISIONS

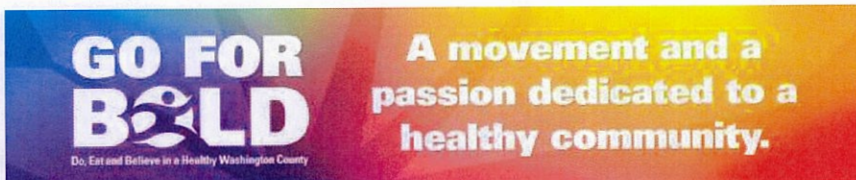
1. **Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available to WCHD for the purchase of such articles. WCHD's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the succeeding fiscal year.
2. **Contract Alterations:** No alterations or variables in the terms of a contract shall be valid or binding upon WCHD unless made in writing and signed by WCHD or its authorized agent
3. **Default:** The contract may be cancelled or annulled by WCHD in whole or in part by written notice of default to the Bidder upon non-performance or violation of contract terms. An award may be made to the next low Bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Bidder (or their surety) shall be liable to WCHD for costs to WCHD more than the defaulted contract prices: Provided, that the Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Bidder to deliver materials or services within the time stipulated on his/her bid, unless extended in writing by the Purchasing Agent, shall constitute contract default. In the event that a Bidder exempted from posting a Bid or Performance Guarantee fails to execute and perform any contract awarded to them, they shall forfeit the right to Bid on any future WCHD contract for a period of time determined by the Purchasing Agent and they shall be liable for any costs incurred by WCHD as a result of his/her default.



4. **Guarantee:** All work, supplies, and/or materials and requirements described in the specifications including any modifications thereto which may be made in accordance with the direction and/or approval of the WCHD Purchasing Agent shall be Guaranteed/Warranted for a period of one (1) year from the date of final acceptance by WCHD as follows, unless indicated otherwise in this contract:
- a. Against all faulty or imperfect materials and/or equipment and against all imperfect, careless and/or unskilled workmanship.
 - b. Against injury or undue deterioration from proper and usual use of the goods and/or services.
 - c. Removal and replacement with proper materials, equipment, and/or services and re-execute, correct, or repair without cost to WCHD, any materials, equipment, and/or services found to be improper, imperfect, defective or fails to perform as specified.
5. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design, or pack.
6. **Non-Discrimination:** No Bidder who is the recipient of County or WCHD funds or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color or national origin, age, marital status, physical or mental handicap, nor otherwise commit an unfair employment practice. Bidder further agrees that this article will be incorporated by Bidder in all contracts entered with suppliers of materials or services, Bidders and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.



7. **Non-Liability:** The Bidder shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, is beyond the control of the Bidder. Under the circumstances, however, WCHD may in its discretion, cancel the contract.
8. **Subletting of Contract:** It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest therein, or their power to execute such contract, to any other person, firm or corporation, without the previous written consent of the WCHD Purchasing Agent, but in no case shall such consent relieve the Bidder from his/her obligations, or change the terms of the contract.
10. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
 - b. Extended upon written authorization of the Purchasing Agent and accepted by Bidder, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.



POLICY TITLE: Insurance Requirements for Independent Contractors

POLICY NUMBER: P-4

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS: _____

I. PURPOSE

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation - Statutory

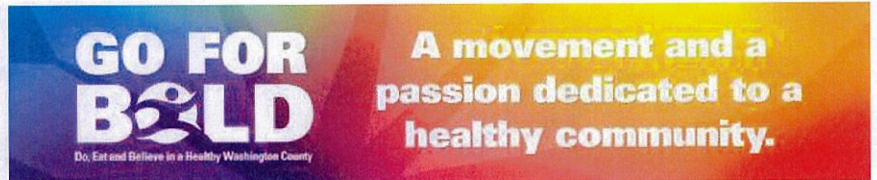
Employers Liability - \$100,000 (Each Accident)
\$500,000 (Disease - Policy Limit)
\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.



Policy P-4

2. **Comprehensive General Liability Insurance (continued)**

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30 day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991

Effective Date: August 27, 1991

Revision Date: March 4, 1997

Effective Date: March 4, 1997



Healthy
WASHINGTON COUNTY

**GO FOR
BOLD**

Do, Eat and Believe in a Healthy Washington County

**A movement and a
passion dedicated to a
healthy community.**

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

